Incurred by the said John Eager Howard his Heirs or Assigns, by reason of the Non payment of said Rent, shall be fully satisfied and paid or make Distress therefore at his or their Option And also, if the said Yearly Rent, or Sum of twelve pounds Current Money in Specie shall be in Arrear and unpaid, by the space of One whole Year next after the Time on which the same is above reserved to be paid the same being first lawfully demanded, that then it shall and may be lawful to and for the said John Eager Howard, his Heirs or Assigns into the said demised Premises, or any part thereof, in the Name of the Whole to reenter, and the same to have again, repossess, Occupy and enjoy as in his or their former Estate, and that then and in such Case, this Indenture, and every Clause, Matter and thing therein Contained, shall from thenceforth be utterly Void and of None effect and the said George Everhart doth for himself his Heirs, Executors, and Administrators, Covenant and agree with the said John Eager Howard, his Heirs and Assigns that he the said George Everhart and his Assigns shall within the Term of four Years from the Date hereof, erect and build a good Substantial Dwelling House, on the Premises of the yearly Value of Twenty five pounds Current Money and in Case the said Building shall not be erected, within the said Term, then the said George Everhart for himself his Heirs Administrators and Assigns, doth Covenant to pay to the said John Eager Howard, his Heirs and Assigns, the Annual Sum of ten pounds Current Money Exclusive of, and in Addition to, the Rent already reserved and said Additional Sum of Ten pounds Current Money shall be regularly and duly paid every Year, until the said Buildings are Erected, and then to Cease, and not before and the said George

Everhart for himself his Executors, Administrators and Assigns, doth Covenant and agree to and with the said John Eager Howard, his Heirs and Assigns well and truely to pay the above reserved yearly Rent or Sum of twelve pounds Current Money at the Time above limited for the payment of the same, And the said John Eager Howard, for himself his Heirs and Assigns, doth hereby Covenant and agree, to and with the said George Everhart and his Assigns that he the said George Everhart and his Assigns, on the Payment of the Rent and Performance of the Covenants herein before mentioned and reserved, on the Part of the said George Everhart and his Assigns to be paid and performed, shall and may peaceably and quietly have, hold, use, Occupy, possess and Enjoy the above demised Land and Premises, with their and every of their appurtenances, for and during the aforesaid Term of Ninety Nine Years, for which the same is above demised, without the let, Trouble, or Interruption of him the said John Eager Howard his Heirs or Assigns, or any other Person or Persons claiming any thing therein, by, from or under him, them or any of them or by his or their Privity or Procurement And also that the said John Eager Howard, his Heirs and Assigns, at any time or Times hereafter, during the Continuance of this present Demise, on the Request and at the Cost and Charge of him the said George Everhart and his Assigns and on his or their Payment, or Tendering in Payment, the Sum of twelve pounds Current Money in Specie as a fine therefore to the said John Eager Howard, his Heirs and Assigns, make and Execute or Cause to be made and executed a New Lease of the above demised Land and Premises, for other Ninety Nine Years, to Commence and take effect from and at the End of the Term for which the same is above demised, subject to the